Reconsideration of the present application is respectfully requested. Claims 1, 12, 21, 25 and 26 have been amended. No claims have been canceled or added.

Claims 1 to 8, 10, 12 to 26, and 28 to 33 remain pending.

Summary of Office Action

Claims 1-8 and 10 were rejected under 35 U.S.C. § 103(a) over U.S. Patent No. 6,026,448 (Goldrian) in view of U.S. Patent No. 6,658,469 (Massa). Claims 12-26 were rejected under § 103(a) over Goldrian in view of Massa and U.S. Patent No. 6,499,028 (Brock). Claims 28 and 29 were rejected under § 103(a) over Goldrian and Massa in view of U.S. Patent No. 5,899,994 of Mohamed et al.

Discussion of Rejections

Applicant respectfully traverses the rejections. Applicant maintains the arguments submitted in Applicant's previous responses.

The amendments to the claims are made only to place the claims in what Applicant considers to be better form. The amendments are *not* made in response to the rejections or to comply with any statutory requirement of patentability, since no such amendments are believed to be necessary (as will be apparent from the remarks which follow). The amendments are not thought to alter the scope of the claims in any way.

Claim 1, as amended, recites:

1. (Currently amended) A method of sending data between a client and a server using at least one of **plural data buffers of *different sizes* in**

said client and at least one of **plural data buffers of *different sizes* in said server**, comprising steps of:

sending, from said client to said server, an address of a client data buffer located within said client, wherein said client data buffer is for a data transfer to be performed and **said address of said client data buffer is responsive to a size of a data block to be transferred**; and

transferring said data block between said client and said server using said client data buffer and a server data buffer from among the plural data buffers in said client and the plural data buffers in said server, **said client data buffer *and* said server data buffer matched to a size of data blocks to be transferred into or out of those data buffers**. (Emphasis added.)

The Office admits that Goldrian fails to disclose, per claim 1, sending, from said client to said server, and address of the client data buffer located within set client, said address of said client data buffer for a data transfer responses to a side of the data block to be transferred; and transferring said data block between said client and said server using said client data buffer and a server data buffer from among the pleural data buffers in said client in the pleural data buffers in said server, said client data buffer and said server data buffer matched to a size of data blocks to be transferred into or out of those data buffers. However, the Office contends that Massa discloses these features, and that it would be obvious to combine the teachings of mass are with those of Goldrian to produce the present convention. Office Action, page 3.

Applicant respectfully disagrees. Although Applicant's arguments shall be directed to the alleged *combination* of references, it is necessary to consider their individual disclosures, to ascertain what combination, if any, could be made from them.

One of the requirements of a *prima facie* case of obviousness is that the prior art references must teach or suggest *all of the claim limitations*. *In re Vaeck*, 947 F.2d 488,

20 USPQ.2d 1438 (Fed. Cir. 1991); MPEP § 706.02(j) (emphasis added). In the present case, the cited references do not disclose or suggest, either individually or in combination, *any* of the following limitations in claim 1:

    1) A client and a server, *each* of which includes plural data buffers *of different sizes*.

    2) The *address* of a client data buffer for a data transfer is *responsive to the size of a data block to be transferred*.

    3) The client data buffer *and* the server data buffer for a data transfer are matched to a size of data blocks to be transferred into or out of those data buffers.

> The Office contends Massa teaches these features as follows:
>
> Massa discloses sending an initial message, **which includes the location (address) of the application's set of transmission buffers information to indicate the size of the data to be transferred** from the switch 126 of application 136 (client) to the switch 120 of application 132 (server) via message buffers 148 and 125 (data buffers) (col. 12, lines 13-17 and col. 13, lines 31-63). **Massa discloses each application's set of receiving buffers may also be large or small (plural data buffers of different sizes in the client and the server)** (col. 11, lines 31-53). Also, Massa discloses the remote switch 126 of the server transfers an amount of data **equal to the size of the receiving buffer 134 (client's buffer)** from the transmission buffer 138 (server's buffer) into the set of receiving buffers 134 (col. 12, lines 42-59). Office Action, pp. 3-4 (emphasis added).

Applicant respectfully submits that the Office continues to misinterpret Massa.

Massa is generally directed to an improved network *switch* (col. 3, lines 28-39). The basic concept disclosed in Massa is that the switch changes the way it directs data

to be transferred between applications based on when receiving buffers are posted by a receiving application and the size of the receiving buffers (col. 3, lines 57-62).

       1) A client and a server, *each* of which includes plural data buffers *of different sizes*.

       The cited references do not disclose or suggest a client and a server, *each* of which includes plural data buffers *of different sizes*, nor is such disclosure found in any of the other cited references. The Examiner cites Massa at col. 11, lines 31-53 as disclosing this feature. There Massa discloses:

> The application's **set** of receiving buffers may also be large or small. The set of receiving buffers could be a single buffer or an array of buffers. If the receiving buffer **set** is large enough, bulk data transfer through Remote Direct Memory Access (RDMA) as known by those skilled in the art is used. Col. 11, lines 39-42(emphasis added).

       Massa's use of the word *"set"* in the above-quoted section clearly indicates that the meaning is that, *collectively*, the receiving buffers may be large or small, *not* that the individual buffers *within that set* may have *different sizes*. Massa does not disclose or suggest a client and a server that *each* include plural data buffers *of different sizes*, nor is any such disclosure or suggestion found in the other cited references. For at least this reason, no combination of the cited references produces all of the limitations of claim 1.

       2) The *address* of a client data buffer for a data transfer is *responsive to the size of a data block to be transferred*.

There is no disclosure or suggestion in the cited references that the *address* of a client data buffer for a data transfer is *responsive to the size of a data block to be transferred*.

First, the office contends that Massa discloses an initial message which includes the location (address) of the application's set of transmission buffers information *to indicate the size of the data to be transferred* (Office Action, p. 3). That is incorrect. Although Massa does disclose including the location of an application's set of buffers in a message, the *purpose* of that location information is *not* "to indicate the size of the data to be transferred" as the Examiner contends, nor is there anything in Massa which suggests that the location specified in the message is *indicative* of the size of the data to be transferred, much less *responsive to* it per claim 1.

In addition, Applicant notes that Massa discloses that a switch can send the remote switch a message that includes both the *location* of the application set of transmission buffers *and the size of the data to be transferred* (e.g., col. 13, lines 38-40). Based on that disclosure, the Office contends that "it would have been obvious . . . to interpret that the location (address) of the data buffer *responsive to* the size to [*sic*] the data to be transferred" (office action, page 17)(emphasis added). Applicant respectfully disagrees. The mere fact that a message includes both types of information (location and size of the data to be transferred) does not imply or suggest that one piece of information (the location) is *responsive to the other* (the size). Indeed, if the address in the message were responsive to the size of the data in Massa, it is not apparent why both pieces of information would need to be included in the message, as done in Massa.

Further, the Examiner provides no *rationale* to explain *why* it would supposedly be obvious for the address of the buffer to be responsive to the size of the data to be transferred, just because both pieces of information are included in the message. In network communications, there are often numerous different types of information (headers, etc.) included in any particular message. The mere fact that all of those pieces of information are included in the same message together does not make it obvious for any particular one of those pieces of information to be *responsive to* any other piece of information in the message, which is what the Examiner's "logic" seems to suggest. The Examiner's unsupported conclusion of obviousness is clearly based on improper hindsight, i.e., hindsight gained *solely from Applicant's disclosure*. The courts have routinely held that a rejection based on such hindsight cannot be sustained. See, e.g., *In re McLaughlin* 443 F.2d 1392, 1395, 170 USPQ 209, 212 (CCPA 1971).

There is no disclosure, in Massa or Goldrian, that the *address* of a client data buffer for a data transfer is *responsive to the size of a data block to be transferred*. For at least this additional reason, therefore, no combination of the cited references produces all of the limitations of claim 1.

3) The client data buffer *and* the server data buffer for a data transfer are matched to a size of data blocks to be transferred into or out of those data buffers.

The cited art also does not disclose or suggest that, per claim 1, the client data buffer *and* the server data buffer are matched *to a size of data blocks to be transferred* into or out of the data buffers. The Examiner states that "Massa discloses the remote switch 126 of the server transfers an amount of data equal to the size of the receiving

buffer 134 (client's buffer) from the transmission buffer 138 (server's buffer) into the set

of receiving buffers 134 (col. 12, lines 42-59)." Office Action, p. 4. Even assuming

arguendo that is true, that does not indicate or suggest that the client data buffer *and*

the server data buffer are *both* matched to a size of data blocks to be transferred into or

out of those data buffers, per claim 1. No disclosure or suggestion of such a feature is

found in Massa or the other cited references. For at least this additional reason,

therefore, no combination of the cited references produces all of the limitations of claim

1.

For all of the above reasons, no combination of the cited art produces all of the

limitations of claim 1. Therefore, claim 1 and all claims which depend on it are

patentable the cited art.

All of the remaining independent claims include limitations similar to those in

claim 1 discussed above. Therefore, all of the remaining independent claims, and all

claims which depend on them, are patentable over the cited art, for reasons similar to

those discussed above.

Dependent Claims

In view of the above remarks, a specific discussion of the dependent claims is believed to be unnecessary. Therefore, Applicants' silence regarding any dependent claim is not to be interpreted as agreement with, or acquiescence to, the rejection of such claim or as waiving any argument regarding that claim.

Conclusion

For the foregoing reasons, the present application is believed to be in condition for allowance, and such action is earnestly requested.

If there are any additional charges, please charge Deposit Account No. 02-2666.

Respectfully submitted,

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